

Terms and conditions for management/maintenance of sports facilities at Block Administrative Centres.

1. The work relating to management/maintenance of sports facilities at Block Administrative Centres, shall be allotted on yearly basis to the highest bidder selected through open tender system, which will be floated and finalized by the respective BDOs.
2. Only registered NGOs whose membership is open to the public irrespective of caste, religion and sex, will be eligible to take part in the tender in addition registered State Government Employees Associations are also eligible to take part in the tender.
3. The highest bidder in the tender shall deposit the full bid amount within 7 days of acceptance of the bids, and the contract shall be allotted only thereafter.
4. If the highest bidder fails to submit proof of deposit of the bid amount within 7 days as above, they shall forfeit their right to the allotment of work, and the next below bidder shall be automatically eligible to get the work, provided that they deposit the bid amount within 7 days after receipt of intimation to this effect from the BDOs Office.
5. If the contract for the next year cannot be concluded before expiry of the existing contract, the existing contractor may continue the contract at the discretion of the BDO. The amount payable by the contractor to the Government for such extended period shall be one-twelfth of the original bid amount, per month. Provided that such extended period shall not exceed two months.
6. The contractor, organization shall nominate one of its office bearers under intimation to the BDO, for carrying out the work and for liaisoning with the BDO office.
7. The contractor, organization shall keep a security deposit of Rs. 5,000/- in the name of the BDO, in the nearest branch of State Bank of Sikkim, prior to allotment of the contract work.

8. If the contractor/organization is found not carrying out the maintenance as per the terms and conditions, or it causes any damages to the sports facilities due to negligence, the security deposit shall be used by the BDO to carry out the maintenance or to rectify the damages as the case may be. Provided that the contractor/organization shall be given a three days' notice prior to utilization of the security deposit as mentioned above. If the security amount becomes insufficient, the balance amount shall be treated as amount due to Government from the contractor/organization for all purposes including its recovery.
9. The contractor/organization shall be responsible to keep the sports facilities/play fields always in clean and hygienic condition. This would include removal of waste and plucking of grass from play fields and surrounding areas upto 5 mtrs from the outer edge of the courts.
10. The contractor/organization shall not obstruct any individual or group/class of individuals from using the sports facilities for the purpose for which these are created, except on the orders of the BDO. Provided that the contractor/organization may refuse permission to use the facilities to a person who has not paid the prescribed fees to use such facility.
11. The contractor/organization shall issue a receipt for the fees collected for using the facilities. The receipt shall mention the amount collected, the period for which the fees is paid, and the facilities for which the fees is paid.
12. The use of childrens' park will be free for all children. No fee shall be levied from school children for practicing in the volley ball, badminton and basket ball courts.

13. The following shall be the maximum fees that the contractor/organization may collect from the public for using the facilities.

i)	Volley ball court	-	Rs. 10-00	Per week
ii)	Badminton court	-	Rs. 10-00	Per week
iii)	Basket ball court	-	Rs. 10-00	Per week
iv)	Gymnasium	-	Rs. 50-00	Per month
	Annual membership of Gym.	-	Rs. 500-00	

In the case of school children the maximum fee leviable by the contractor/organization for using gymnasium shall not exceed 50% of the fee prescribed at (iv) above.

14. The contractor/organization may collect the following fees for using the play fields for conducting training/tournament in the respective disciplines by various clubs/organizations/schools. However, allotment of play fields shall be made only on prior orders of the BDO.

i)	Volley ball court	-	Rs. 100-00	Per day
ii)	Badminton court	-	Rs. 100-00	Per day
iii)	Basket ball court	-	Rs. 50-00	Per day

15. Each play ground shall be made available for use by Rural Management and Development Department, Zilla Panchayat, Gram Panchayat Units for their official sports activities for a maximum period of 15 days in a calendar year without payment of fees to the contractor/organization.

16. The contractor/organization shall not close the facilities except on prior written permission of the BDO.

17. The working time of the gymnasium shall be fixed by the BDO, and the timing shall be displayed in the gymnasium.

18. The contractor/organization shall be responsible for damages caused to the equipments/fittings made available in the gymnasium, except whom the damage is due to fair wear and tear, replacement/repair of the damaged equipment shall be carried out by the contractor/organization at its own cost, it is upto the contractor/organization to decide whether the cost of replacement/repair should be realized from the individual who might have caused the damage.
19. The contractor/organization may at their discretion at any approved items of equipments in the gymnasium, with prior written permission of the BDO fee for using such additional equipments will be decided by the BDO.
20. The contractor/organization is found negligent in carrying out the work satisfactorily, the contract is liable to be terminated at the discretion of the BDO. The BDO shall, however, offer the contractor/organization an opportunity to be heard, prior to deciding whether the contract should be terminated or not. A breach of the provisions of these terms and conditions shall also be sufficient reason for termination of contract.